

PRICE, MEESE, SHULMAN & D'ARMINIO, P.C.
Mack-Cali Corporate Center
50 Tice Boulevard
Woodcliff Lake, NJ 07677
201-391-3737
Attorneys for Defendant
Experian Information Solutions, Inc.

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

<p>CYNTHIA HUGHES,</p> <p style="text-align: center;">Plaintiff</p> <p>vs.</p> <p>VERIZON WIRELESS, CAPITAL ONE, CAPITAL ONE AUTO FINANCE, TRANS UNION, EXPERIAN, EQUIFAX,</p> <p style="text-align: center;">Defendant.</p>	<p>Civil No. 13-cv-5477-AET-TJB</p> <p>EXPERIAN INFORMATION SOLUTIONS, INC.'S ANSWER TO COMPLAINT AND AFFIRMATIVE DEFENSES</p>
--	---

Experian Information Solutions, Inc. ("Experian"), by its undersigned counsel, answers the Complaint as follows:

Response to Factual Allegations

1. In response to paragraph 1 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and leaves plaintiff to its proofs.
2. In response to paragraph 2 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and leaves plaintiff to its proofs.

3. In response to paragraph 3 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and leaves plaintiff its proofs.
4. In response to paragraph 4 of the Complaint, Experian is without knowledge or information sufficient to form a belief as to the truth of the allegations in this paragraph and leaves plaintiff its proofs.

Response to The defendant(s) in this action reside as follows:

1. Experian admits it has a principal place of business located in Costa Mesa, CA. Experian denies that Consumer credit report assistance is available in Parsippany, NJ. Experian is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in this paragraph.as they pertain to other named defendants and leaves plaintiff its proofs.

Response to Plaintiff is entitled to relief from defendant under the above facts:

2. Experian denies that plaintiff is entitled to any relief as against Experian in this matter.

Response to The harm that occurred as a result of defendant's acts include:

3. Experian denies that it is responsible for any alleged damages suffered by Plaintiff and further denies that Plaintiff is entitled to judgment against, or any relief whatsoever from, Experian in this action.

Response to unnumbered "I Cynthia Hughes am seeking the following:

Experian denies that Plaintiff is entitled to judgment against, or any relief whatsoever from, Experian in this action as alleged in 1-6.

Response to unnumbered “Wherefore” clause:

Experian denies the allegations contained in the unnumbered paragraph and each of its subparts of the Complaint beginning with “WHEREFORE,” and specifically denies that Plaintiff is entitled to judgment against, or any relief whatsoever from, Experian in this action.

DEFENDANT EXPERIAN’S AFFIRMATIVE DEFENSES

**FIRST AFFIRMATIVE DEFENSE
(Failure To State A Claim)**

The Complaint herein, and each cause of action thereof, fails to set forth facts sufficient to state a claim upon which relief may be granted against Experian and further fails to state facts sufficient to entitle Plaintiff to the relief sought, or to any other relief whatsoever from Experian.

**SECOND AFFIRMATIVE DEFENSE
(Immunity)**

All claims against Experian are barred by the qualified immunity of 15 U.S.C. § 1681h(e).
Experian did not act with malice or willful intent to injure Plaintiff.

**THIRD AFFIRMATIVE DEFENSE
(Truth/Accuracy Of Information)**

Experian is informed and believes and thereon alleges that all claims against Experian are barred because all information Experian communicated to any third person regarding Plaintiff was true.

**FOURTH AFFIRMATIVE DEFENSE
(Indemnification)**

Experian is informed and believes and thereon alleges that any purported damages allegedly suffered by Plaintiff are the results of the acts or omissions of third persons over whom Experian had neither control nor responsibility.

FIFTH AFFIRMATIVE DEFENSE
(Failure To Mitigate Damages)

Plaintiff failed to mitigate her damages.

SIXTH AFFIRMATIVE DEFENSE
(Contributory/Comparative Fault)

Experian is informed and believes and thereon alleges that any alleged damages sustained by Plaintiff were, at least in part, caused by the actions of Plaintiff himself and resulted from Plaintiff's own negligence, which equaled or exceeded any alleged negligence or wrongdoing by Experian.

SEVENTH AFFIRMATIVE DEFENSE
(Estoppel)

Any damages which Plaintiff may have suffered, which Experian continues to deny, were the direct and proximate result of the conduct of Plaintiff. Therefore, Plaintiff is estopped and barred from recovery of any damages.

EIGHTH AFFIRMATIVE DEFENSE
(Unclean Hands)

The Complaint and each claim for relief therein that seeks equitable relief, is barred by the doctrine of unclean hands.

NINTH AFFIRMATIVE DEFENSE
(Statute of Limitations)

All or some of the claims for relief in the Complaint herein are barred by the applicable statutes of limitation, including but not limited to 15 U.S.C. § 1681p.

TENTH AFFIRMATIVE DEFENSE
(Laches)

The Complaint and each claim for relief therein is barred by laches.

ELEVENTH AFFIRMATIVE DEFENSE
(Right To Assert Additional Defenses)

Experian reserves the right to assert additional affirmative defenses as such time and to such extent as warranted by discovery and the factual developments in this case.

WHEREFORE, Defendant Experian Information Solutions, Inc. prays as follows:

- (1) That Plaintiff take nothing by virtue of the Complaint herein and that this action be dismissed in its entirety;
- (2) For costs of suit and attorneys' fees herein incurred; and
- (3) For such other and further relief as the Court may deem just and proper.

Dated: October 2, 2013

Respectfully submitted,

/s/ Dorothy Kowal

Dorothy A. Kowal, Esq.
Price, Meese, Shulman & D'Arminio, P.C.
50 Tice Boulevard
Woodcliff Lake, NJ 07677
Telephone: (201) 391-3737
Email: dkowal@pricemeese.com

Attorneys for Defendant
Experian Information Solutions, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on this 2nd day of October I electronically filed the foregoing document with the Clerk of the Court using CM/ECF.

And a copy by First Class mail to:

**Cynthia Hughes
1706 Coral Patch
Wall, NJ 07719**

Pro se plaintiff

/s/Dorothy A. Kowal

Dorothy A. Kowal, Esq.

Counsel for Experian Information Solutions, Inc.